

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|---------------------------------|--|-----------------------|-------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Simpson Dura-Vent Company, Inc. | | 06/30/2010 | CORPORATION: CALIFORNIA |
| RECEIVING PARTY DATA | | | |
| Name: | M&G Dura-Vent, Inc. | | |
| Street Address: | 877 Cotting Court | | |
| City: | Vacaville | | |
| State/Country: | CALIFORNIA | | |
| Postal Code: | 94688 | | |
| Entity Type: | CORPORATION: DELAWARE | | |
| PROPERTY NUMBERS Total: 21 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3321257 | DURAPRO | |
| Registration Number: | 3321258 | PELLETVENT PRO | |
| Registration Number: | 1192422 | DURA-VENT | |
| Registration Number: | 1183462 | DURA-CHIMNEY | |
| Registration Number: | 1165427 | DURA-BLACK | |
| Registration Number: | 1197099 | DV | |
| Registration Number: | 1416523 | DURA-PLUS | |
| Registration Number: | 1480449 | DVL | |
| Registration Number: | 1486856 | PELLET-VENT | |
| Registration Number: | 1692407 | DURA/CONNECT | |
| Registration Number: | 1892929 | DURA FLEX | |
| Registration Number: | 1955373 | ENGINEERED EXCELLENCE | |
| Registration Number: | 1927946 | DIRECT VENT GS | |
| Registration Number: | 2381546 | DURATECH | |

CH \$540.00 3321257

900170960

TRADEMARK
 REEL: 004272 FRAME: 0077

| | | |
|----------------------|----------|--------------|
| Registration Number: | 3217555 | DURA CHIMNEY |
| Registration Number: | 3553486 | VENTINOX |
| Registration Number: | 2382423 | FASNSEAL |
| Registration Number: | 1969855 | THER MIX |
| Serial Number: | 77306773 | S-VENT |
| Serial Number: | 77723770 | POLYPRO |
| Serial Number: | 77025245 | GREENVENT |

CORRESPONDENCE DATA

Fax Number: (650)815-2601

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 6508152600

Email: svtnmdocketing@sheppardmullin.com

Correspondent Name: Harold J. Milstein

Address Line 1: 990 Marsh Road

Address Line 4: Menlo Park, CALIFORNIA 94025

| | |
|-------------------------|------------------|
| ATTORNEY DOCKET NUMBER: | 24SZ-154814 |
| NAME OF SUBMITTER: | Harold Milstein |
| Signature: | /HaroldMilstein/ |
| Date: | 09/03/2010 |

Total Attachments: 5

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TRADEMARK AND TRADEMARK APPLICATION ASSIGNMENT AGREEMENT

This Trademark and Trademark Application Assignment Agreement (this "**Assignment Agreement**") is made and entered into as of June 30, 2010 (the "**Effective Date**") by and between Simpson Dura-Vent Company, Inc., a California corporation ("**ASSIGNOR**") and M&G Dura-Vent, Inc., a Delaware corporation ("**ASSIGNEE**").

RECITALS

WHEREAS, ASSIGNOR is the owner of each of the United States, Canadian, and California trademarks, trademark applications, including, all common law trademark rights associated with the same, listed on Exhibit A attached hereto (collectively, the "**Trademarks**") and all goodwill associated with the Trademarks;

WHEREAS, ASSIGNOR desires to assign to ASSIGNEE its entire right, title, and interest in and to the Trademarks and all goodwill associated with the Trademarks;

WHEREAS, ASSIGNEE desires to accept such assignment from ASSIGNOR;

NOW, THEREFORE, in consideration of the mutual covenants, representations, and warranties set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

AGREEMENT

1. Recitals. Each and all of the foregoing Recitals are true and correct and are incorporated herein by reference.

2. Assignment. ASSIGNOR hereby assigns to ASSIGNEE, and ASSIGNEE hereby accepts such assignment of, the entire right, title, and interest in and to the Trademarks, together with (a) the goodwill connected with and symbolized by the Trademarks; and (b) all income, royalties, damages, or payments due or payable including, without limitation, all claims for damages by reason of past, present, or future infringement or other unauthorized use of the Trademarks, with the right to sue for and collect such damages, for ASSIGNEE'S own use and benefit and that of its successors, assigns, and other legal representatives. All of the foregoing to be held and enjoyed by ASSIGNEE, for its own use and benefit and for the use and benefit of its successors, assigns, and other legal representatives to the full end of the terms for which such Trademarks are granted, and for the trademarks which may be granted in respect of any trademark applications listed on Exhibit A, as fully and entirely as the same would have been held and enjoyed by ASSIGNOR had this assignment not been made.

3. Authorizations. ASSIGNOR hereby authorizes and requests that the patent and trademark offices in the United States, Canada, California, and elsewhere to record ASSIGNEE as the assignee and owner of the Trademarks, and any renewals, reissues, and extensions of such Trademarks, and to issue to ASSIGNEE the Trademarks as assignee of the entire right, title, and interest in and to such Trademarks, for the sole use and benefit of ASSIGNEE, its successors, assigns, or other legal representatives

4. Further Cooperation. Upon reasonable request by ASSIGNEE, ASSIGNOR shall execute and deliver to ASSIGNEE such additional instruments of assignment as may be reasonably necessary (a) to establish ASSIGNEE as owner of record of all Trademarks assigned under this Assignment Agreement; and (b) for ASSIGNEE to secure registration in any of the Trademarks and the right to secure any renewals, reissues, and extensions of such Trademarks in the United States, Canada, California, or elsewhere.

IN WITNESS WHEREOF, ASSIGNOR and ASSIGNEE have executed this Assignment Agreement as of the Effective Date by their duly authorized representatives as set forth below.

ASSIGNOR
SIMPSON DURA-VENT COMPANY, INC.

By: _____

Name: _____
[Type or Print]

Title: _____

ASSIGNEE
M&G DURA-VENT, INC.

By: _____

Name: Wilhelmus Theodorus Maria Straver
[Type or Print]

Title: President and Chief Executive Officer

NOTICE TO ASSIGNOR: Please arrange for your execution of this Agreement to be acknowledged by a notary public.

STATE OF _____)
COUNTY OF _____)

On _____, 20____, before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of _____ that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

[Signature Page to the Trademark Assignment]

4. Further Cooperation. Upon reasonable request by ASSIGNEE, ASSIGNOR shall execute and deliver to ASSIGNEE such additional instruments of assignment as may be reasonably necessary (a) to establish ASSIGNEE as owner of record of all Trademarks assigned under this Assignment Agreement; and (b) for ASSIGNEE to secure registration in any of the Trademarks and the right to secure any renewals, reissues, and extensions of such Trademarks in the United States, Canada, California, or elsewhere.

IN WITNESS WHEREOF, ASSIGNOR and ASSIGNEE have executed this Assignment Agreement as of the Effective Date by their duly authorized representatives as set forth below.

ASSIGNOR
SIMPSON DURA-VENT COMPANY, INC.

By:

Name:

Karen Colonias

[Type or Print]

Title:

Chief Financial Officer

ASSIGNEE
M&G DURA-VENT, INC.

By:

Name:

Wilhelmus Theodorus Maria Straver

[Type or Print]

Title:

President and Chief Executive Officer

NOTICE TO ASSIGNOR: Please arrange for your execution of this Agreement to be acknowledged by a notary public.

STATE OF California)
COUNTY OF San Francisco)

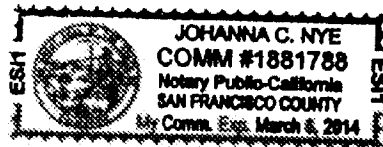
On August 20, 2010, before me, Johanna C. Nye, a Notary Public, personally appeared Karen Colonias, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Johanna C. Nye



[Signature Page to the Trademark Assignment]

EXHIBIT A

UNITED STATES REGISTERED TRADEMARKS AND APPLICATIONS

| Country | Type | Status | Mark | Serial No | Filed Date |
|---------------|---------------------------|-------------|-----------------------|------------|------------|
| United States | Intent To Use Application | Registered | DURAPRO | 78/824,489 | 2/27/2006 |
| United States | Intent To Use Application | Registered | PELLETVENT PRO | 78/824,565 | 2/27/2006 |
| United States | Regular | Registered | DURA-VENT | 73/251,572 | 2/25/1980 |
| United States | Regular | Registered | DURA-CHIMNEY | 73/251,455 | 2/25/1980 |
| United States | Regular | Registered | DURA-BLACK | 73/251,454 | 2/25/1980 |
| United States | Regular | Registered | DV (design mark) | 73/251,573 | 2/25/1980 |
| United States | Regular | Registered | DURA-PLUS | 73/591,405 | 4/3/1986 |
| United States | Regular | Registered | DVL | 73/674,190 | 7/24/1987 |
| United States | Regular | Registered | PELLET-VENT | 73/684,041 | 9/14/1987 |
| United States | Intent To Use Application | Registered | DURA/CONNECT | 74/127,065 | 12/26/1990 |
| United States | Regular | Registered | DURA FLEX | 74/518,993 | 5/2/1994 |
| United States | Intent To Use Application | Registered | ENGINEERED EXCELLENCE | 74/519,006 | 5/2/1994 |
| United States | Regular | Registered | DIRECT VENT GS | 74/584,784 | 10/12/1994 |
| United States | Regular | Registered | DURATECH | 75/832,807 | 10/28/1999 |
| United States | Regular | Registered | DURA CHIMNEY | 78/857,721 | 4/10/2006 |
| United States | Regular | Registered | VENTINOX | 77/466,837 | 5/6/2008 |
| United States | Regular | Registered* | FASNSEAL | 75/614,007 | 9/5/2000 |
| United States | Regular | Registered* | THER MIX | 74/666,446 | 4/23/1996 |
| United States | Intent To Use Application | Filed | S-VENT | 77/306,773 | 10/17/2007 |
| United States | Intent To Use Application | Filed | POLYPRO | 77/723,770 | 4/28/2009 |
| United States | Intent To Use Application | Filed | GREENVENT | 77/025,245 | 10/19/2006 |

CANADIAN REGISTERED TRADEMARKS AND APPLICATIONS

| Country | Type | Status | Mark | Serial No | Filed Date |
|---------|---------------------------|---------------|----------------|-----------|------------|
| Canada | Regular | Registered | PELLETVENT | 1251452 | 3/22/2005 |
| Canada | Regular | Registered | PELLETVENT PRO | 1314632 | 8/28/2006 |
| Canada | Regular | Registered | DURAPRO | 1314633 | 8/28/2006 |
| Canada | Intent To Use Application | Filed/Allowed | DURA/PLUS HTC | 1246532 | 2/9/2005 |
| Canada | Regular | Filed/Allowed | GREENVENT | 1,342,395 | 4/5/2007 |

* The owner of this mark was ProTech Systems, Inc., which was merged into Simpson Dura-Vent Company, Inc.

* The owner of this mark was ProTech Systems, Inc., which was merged into Simpson Dura-Vent Company, Inc.

CALIFORNIA REGISTERED TRADEMARKS AND APPLICATIONS

| Country | Type | Status | Mark | Serial No | Filed Date |
|------------|---------|------------|--------------|-----------|------------|
| California | Regular | Registered | DURA-PLUS | 80872 | 4/8/1986 |
| California | Regular | Registered | DVL | 85497 | 10/28/1987 |
| California | Regular | Registered | DURA/LINER | 87074 | 2/29/1988 |
| California | Regular | Registered | DURA/CONNECT | 95113 | 11/12/1991 |
| California | Regular | Registered | PELLET-VENT | 85931 | 11/25/1987 |

UNREGISTERED/COMMON LAW TRADEMARKS

DIRECTVENT PRO
DURALOCK
DURA/LINER
VENTINOX VFT
VENTINOX HIFLEX
VENTINOX VG
FASNCLAMP
FASNSMOOTH
FASNFLEX
PROFOIL
PROMESH
PROTECH SYSTEMS
PROTECH
PELLET VENT (Canadian Application filed, but abandoned)
DURA/CONNECT (Canadian Application filed, but abandoned)
RENEW-A-FLUE